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5 UNITED STATES BANKRUPTCY COURT
6 NORTHERN DISTRICT OF CALIFORNIA

7 IN RE: CASE No. 16-10665 RLE
8 BARBARA JEAN BARRIELLE, CHAPTER 11
9 Debtor. / CHAPTER 11 PLAN

10
11 Barbara Jean Barrielle, Debtor herein, proposes the following
12 Plan pursuant to Chapter 11 of the Bankruptcy Code:

13 ARTICLE I

14 DEFINITIONS

15 For purposes of the Plan, the following terms shall have the
16 meanings hereinafter set forth:

17 1.01. Allowed claim shall mean a Claim (a) in respect of
18 which a Proof of Claim has been filed with the Court within the
19 applicable period of limitation fixed by Rule 3001, or (b) scheduled
20 in the list of creditors prepared and filed with the Court pursuant
21 to Rule 1007(b) and not listed as disputed, contingent or
22 unliquidated as to amount, in either case as to which no objection
23 to allowance thereof has been interposed with any applicable period
24 of limitation fixed by Rule 3001, or by Order of the Court, or as to
25 which any such objection has been determined which is no longer
26 subject to appeal or certiorari and as to which no appeal or
27 certiorari proceeding is pending.

28 1.02. Allowed Secured Claim shall mean the Allowed Claim

1 secured by a lien, security interest or other charge against the
2 property in which Debtor has an interest, or which is subject to
3 setoff under Section 553 of the Code to the extent of the value
4 (determined in accordance with 506(a) of the Code) of the interest
5 of the holder of such Allowed Claim in the Debtor's interest in such
6 property or to the extent of the amount subject to such setoff, as
7 the case may be.

8 1.03. Claim shall mean any right to payment, or right to an
9 equitable remedy for breach of performance if such breach gives rise
10 to a right to payment, against Debtor in existence on or as of the
11 Petition Date, whether or not such right to payment or right to
12 equitable remedy is reduced to judgment, liquidated, undisputed,
13 legal, secured, unsecured, known or unknown.

14 1.04. Class shall mean any class into which Allowed Claims
15 or Allowed Interests are classified pursuant to Article III.

16 1.05. Class 1 Claims, Class 2 Claims, Class 3 Claims, Class
17 4 Claims, Class 5 Claims, Class 6 Claims, Class 7 Claims, Class 8
18 Claims and Class 9 Interests shall mean Allowed Claims and Interests
19 so classified in Sections 3.01 through 3.09 respectively.

20 1.06. Bankruptcy Code shall mean the Bankruptcy Code, 11
21 U.S.C. section 101, et seq., and any amendments thereof.

22 1.07. Bankruptcy Court shall mean the United States
23 Bankruptcy Court for the Northern District Of California in which
24 the Debtor's Chapter 11 case, pursuant to which the Plan is
25 proposed, is pending and any Court having competent jurisdiction to
26 hear appeals or certiorari proceedings therefrom.

27 1.08. Confirmation Date shall mean the date upon which the
28 Order of Confirmation is entered by the Court.

1 1.09. Debtor means the Debtor in this Chapter 11 case.

2 1.10. Market Rate of Interest means 3.5% per annum or such
3 other rate of interest as the Court determines at the time of
4 confirmation.

5 1.11. Order for Relief means January 30, 2017, the date
6 upon which the case was converted from Chapter 13 to Chapter 11.

7 1.12. Order of Confirmation means the Order entered by the
8 Bankruptcy Court confirming the "Plan" in accordance with provisions
9 of Chapter 11 of the Bankruptcy Code.

10 1.13. Petition Date means August 2, 2016, the date of the
11 filing of the voluntary petition under Chapter 13 of the Code.

12 1.14. Plan means this Chapter 11 Plan, as may be amended or
13 modified in accordance with the Code.

14 1.15. Rules means Bankruptcy Rules, as amended and
15 supplemented by the Suggested Interim Bankruptcy Rules, as adopted
16 by the Court.

17 ARTICLE II

18 EXPENSES OF ADMINISTRATION

19 2.01. Administrative expenses of Debtor's Chapter 11 case
20 allowed pursuant to Section 503(b) of the Code shall be paid in full
21 at the Confirmation Date unless otherwise Ordered by the Court, in
22 cash, or upon such other terms as may be agreed upon by the holder
23 of such claims and Debtor. Any fees due the U.S. Trustee and unpaid
24 on the Confirmation Date shall be paid in full on or before the
25 Confirmation Date.

26 ARTICLE III

27 CLASSIFICATION OF CLAIMS

28 The Claims are classified as follows:

1 3.01. Class 1 Claims. Allowed claims entitled to priority
2 pursuant to Section 507 of the Code.

3 3.02. Class 2 Claims. Allowed secured claim of the County
4 of Sonoma based upon the secured tax roll and secured by real
5 property located at 223 Zinfandel Rd., Healdsburg, California 95448.

6 3.03. Class 3 Claims. Allowed secured claim of HSBC Bank
7 USA, N.A. as Trustee for Deutsche Alt-A Securities Mortgage Trust,
8 Series 2007-OA5 secured by a Deed of Trust on real property located
9 at 223 Zinfandel Rd., Healdsburg, California 95448.

10 3.04. Class 4 Claims. Allowed secured claim of Etrade Bank
11 secured by a Deed of Trust on real property located at 223 Zinfandel
12 Rd., Healdsburg, California 95448.

13 3.05. Class 5 Claims. Allowed secured claim of the County
14 of Honolulu based upon the secured tax roll and secured by real
15 property located at 4999 Kahala Beach #370, Honolulu, HI 96816.

16 3.06. Class 6 Claims. Allowed secured claim of US Bank,
17 N.A./Ocwen Loan Servicing/BNC Mortgage, Inc. secured by a Deed of
18 Trust on real property located at 4999 Kahala Beach #370, Honolulu,
19 HI 96816.

20 3.07. Class 7 Claims. Allowed secured claim of the
21 Association of Apartment Owners of the Kahala Beach secured by a
22 statutory lien on real property located at 4999 Kahala Beach #370,
23 Honolulu, HI 96816.

24 3.08. Class 8 Claims. Allowed claims of creditors, other
25 than those holding allowed Class 1 Claims, Class 2 Claims, Class 3
26 Claims, Class 4 Claims, Class 5 Claims, Class 6 Claims, Class 7
27 Claims and Class 9 Interests including, but not limited to,
28 creditors whose claims may arise out of the rejection of executory

1 contracts and secured creditors to the extent that the Court finds
2 the same unsecured in whole or in part.

3 3.09. Class 9 Interests. Allowed interests of Debtor.

4 ARTICLE IV

5 CLAIMS NOT IMPAIRED UNDER THE PLAN

6 4.01. Reserved.

7 ARTICLE V

8 TREATMENT OF IMPAIRED CLASSES OF CLAIMS

9 5.01. Class 1 Claims are impaired. Holders of allowed Class
10 1 Claims shall be paid in equal monthly installments of principal
11 and interest or more at the statutory rate beginning on the
12 effective date and continuing for a period ending at 5-years after
13 the date of the Order for Relief.

14 5.02. Class 2 Claims are impaired. Holders of allowed Class
15 2 Claims which are not current on the effective date of the Plan
16 shall be placed on a five-year plan as provided by statute for real
17 property located at 223 Zinfandel Rd., Healdsburg, California 95448.

18 Such Holders shall retain the lien in the collateral.

19 5.03. Class 3 Claims are impaired. Holders of allowed Class
20 3 Claims shall be paid an amount equal to such holder's interest in
21 the estate's interest in the collateral, to be determined in
22 accordance with Section 506 of the Bankruptcy Code, in interest-only
23 monthly installments at a Market Rate of Interest, balance due at
24 15-years from the Effective Date of the Plan.

25 Such Holders shall retain the lien in the collateral to the
26 extent of the allowed secured claim.

27 5.04. Class 4 Claims are impaired. Holders of allowed Class
28 4 Claims shall be paid an amount equal to such holder's interest in

1 the estate's interest in the collateral, to be determined in
2 accordance with Section 506 of the Bankruptcy Code, in monthly
3 installments of principal and interest at a Market Rate of Interest
4 based upon a thirty year amortization.

5 Such Holders shall retain the lien in the collateral to the
6 extent of the allowed secured claim.

7 5.05. Class 5 Claims are impaired. Holders of allowed Class
8 5 Claims which are not current on the effective date of the Plan
9 shall be paid in 60 equal monthly installments of delinquent tax and
10 penalty, together with interest at the statutory rate, for real
11 property located at 4999 Kahala Beach #370, Honolulu, HI 96816.

12 Such Holders shall retain the lien in the collateral.

13 5.06. Class 6 Claims are impaired. Holders of allowed Class
14 6 Claims shall be paid an amount equal to such holder's interest in
15 the estate's interest in the collateral, to be determined in
16 accordance with Section 506 of the Bankruptcy Code, in interest-only
17 monthly installments at a Market Rate of Interest, balance due at
18 15-years from the Effective Date of the Plan.

19 Such Holders shall retain the lien in the collateral to the
20 extent of the allowed secured claim.

21 5.07. Class 7 Claims are impaired. Holders of allowed Class
22 7 Claims shall be paid an amount equal to such holder's interest in
23 the estate's interest in the collateral, to be determined in
24 accordance with Section 506 of the Bankruptcy Code, in monthly
25 installments of principal and interest at a Market Rate of Interest
26 based upon a thirty year amortization.

27 Such Holders shall retain the lien in the collateral to the
28 extent of the allowed secured claim.

1 5.08. Class 8 Claims are impaired. Holders of Class 8
2 Claims shall be paid the aggregate amount of \$15,000 in 60 equal
3 monthly installments which shall be distributed to such holders on
4 a pro-rata basis each quarter.

5 5.09. Class 9 Interests are impaired. Holders of allowed
6 Class 9 Interests shall retain exempt property and all rights to
7 exemption. Such holders shall retain their rights pursuant to 11
8 U.S.C. Sections 544, et seq. and 522(f) to avoid liens and
9 transfers. The property of the estate shall re-vest in the Debtor on
10 the effective date of the Plan subject to the terms of the Plan.

11 5.10. Election claim(s) under 11 U.S.C. § 1111(b)(2). In
12 the event that any Class of claims makes the election contemplated
13 in Section 1111(b)(2) of the Code, in addition to the particular
14 treatment provided for such Class, supra, the treatment afforded
15 electing claims shall be as follows:

16 Creditors holding election claims shall retain their liens to
17 the extent of their total Allowed Claim without application of 11
18 U.S.C. § 506(d). The payments contemplated in the relevant treatment
19 section for an electing class, supra, shall continue beyond the term
20 set forth therein as is necessary to pay the electing creditor(s) a
21 sum equal to such creditor(s) total Allowed Claim(s). If the sum of
22 payments contemplated in the relevant treatment section for the
23 electing class, supra, equals or exceeds the electing creditor(s)
24 total Allowed Claim(s), the duration of payments shall not be
25 extended beyond the term set forth therein. Should the collateral
26 be sold or refinanced, any unpaid portion of the lien shall be then
27 due and payable.

1 ARTICLE VI

2 TREATMENT OF EXECUTORY CONTRACTS

3 6.01. The Debtor assumes the lease with King Kamehameha
4 Schools relating to real property located at 4999 Kahala Beach #370,
5 Honolulu, HI 96816.

6 6.02. The Debtor assumes her lease with Robert Ahai
7 relating to real property located at 4999 Kahala Beach #370,
8 Honolulu, HI 96816.

9 6.03. The Debtor assumes her lease with Kelly Stuahaan
10 relating to the cottage at real property located at 223 Zinfandel
11 Rd., Healdsburg, California 95448.

12 ARTICLE VII

13 MEANS FOR THE PLAN'S EXECUTION

14 7.01. The Debtor will continue to generate income from
15 working in the public relations and film production industries in
16 order to fund the within Plan.

17 7.02. The Debtor may cause real property located at 223
18 Zinfandel Rd., Healdsburg, California 95448 to be leased, sold or
19 refinanced. If a sale or refinance is effectuated, holders of
20 allowed claims secured by such property shall be paid from the
21 proceeds of sale or refinance together with interest as herein
22 provided.

23 7.03. The Debtor may cause real property located at 4999
24 Kahala Beach #370, Honolulu, HI 96816 to be leased, sold or
25 refinanced. If a sale or refinance is effectuated, holders of
26 allowed claims secured by such property shall be paid from the
27 proceeds of sale or refinance together with interest as herein
28 provided. In the event that the leasehold interest relating to such

1 property is not renewed by the Lessor at the end of the lease term,
2 The Debtor may surrender the real property to holders of allowed
3 claims secured by such property in full satisfaction of their
4 secured claims.

5 7.04. The Debtor shall commence payments to holders of
6 allowed secured claims on the effective date of the Plan as herein
7 set forth. Motions or Adversary Proceedings will be commenced within
8 90 days of the effective date to determine such secured amounts
9 pursuant to Section 506 where such determination is relevant to the
10 implementation of the Plan terms.

11 7.05. Taxes on the secured tax roll which are not current
12 on the effective date shall be placed on a five year Plan pursuant
13 to Statute.

14 7.06. No party shall take any action against the Debtor,
15 her assets, or assets of the estate inconsistent with the terms of
16 the within Plan.

17 7.07. The Debtor shall commence payments to the unsecured
18 creditors on the effective date of the Plan at the monthly rate as
19 provided herein. The pro-rata distributions may be made from a
20 disbursing account on a quarterly basis.

21 7.08. The Debtor shall comply with post confirmation
22 reporting requirements to the U.S. Trustee and payment of U.S.
23 Trustee fees post confirmation until entry of Final Order as
24 required by law. Nothing contained in the Plan shall impose or
25 expand the requirements for reporting and payment of fees as set
26 forth by statute and/or case law. In the event the case is converted
27 to a case under Chapter 7, the assets shall re-vest in the Chapter
28 7 estate.

1 7.09. Any sale or refinance of property as provided herein
2 may be made free and clear of liens as provided in the Code. The
3 Court shall specifically reserve jurisdiction to implement the Plan,
4 to approve sale of property, and to direct such sale of property
5 free and clear of lien where necessary or appropriate.

6 7.10. The Debtor reserves rights to object to any claim
7 filed in the case and to assert any and all counterclaims against
8 any party filing such a claim.

9 7.11. Should Debtor default on her obligations to pay
10 secured creditors pursuant to the herein Plan, such creditors may
11 exercise non-judicial remedies pursuant to State Law after fifteen
12 (15) days written notice is given by first class mail postage
13 prepaid. Such a default shall not constitute a material default
14 under the Plan.

15 7.12. Confirmation of the herein Plan shall operate as a
16 cure of any and all pre-confirmation defaults.

17 7.13. The Debtor reserves rights to object to the
18 reasonableness of any attorneys fees and charges claimed by any
19 secured creditor and to object to any claim of any creditor for
20 which such creditor requests allowance.

21 7.14. The Debtor reserves rights to seek sanctions against
22 any party to this proceeding or such party's attorney for violating
23 Rule 9011 of the Federal Rules of Bankruptcy Procedure.

24 7.15. The Debtor reserves rights to seek avoidance of any
25 transfer of property to any person under Section 544 of the Code,
26 including but not limited to Holders of Class 3 Claims whose lien is
27 evidenced by a defective Deed of Trust. Avoided transfers shall be
28 preserved for the estate as provided in the Code and any

1 distributions provided herein on account of such transfers shall
2 inure to the benefit of Holders of Class 8 Claims after payment of
3 allowed administrative and priority claims.

4 ARTICLE VIII

5 RETENTION OF JURISDICTION

6 8.01. Notwithstanding Confirmation of the Plan, the Court
7 shall retain jurisdiction for, inter alia, the following purposes:

8 1. Determination of the allowance of claims upon
9 objection to such claims by the Debtor based upon any provision of
10 law, including, but not limited to any right of set off,
11 counterclaims, statute of limitations, and any and all defenses
12 thereto;

13 2. Determination of the validity, priority and extent of
14 liens under any applicable provision of law, including, but not
15 limited to Rules of Professional Conduct;

16 3. Determination of requests for payment of claims
17 entitled to priority under Bankruptcy Code Section 507(a)(1),
18 including compensation of parties entitled thereto;

19 4. Determination of any counter claims against any party
20 filing a claim in the case, and determination of any sanctions
21 against any party to the case or such party's attorney for violating
22 Rule 9011 of the Federal Rules of Bankruptcy Procedure.

23 5. Resolution of any disputes regarding the
24 interpretation of the Plan;

25 6. Implementation of the provisions of the Plan and
26 entry of Orders in aid of confirmation of the Plan, including
27 without limitation, appropriate orders to protect the Debtor from
28

1 creditor actions, approval of sale of property, orders for sale free
2 and clear of liens and interests;

3 7. Modification of the Plan pursuant to Section 1127 of
4 Title 11;

5 8. Determination of reasonableness of any attorneys fees
6 and charges claimed by any creditor or lessor;

7 9. Avoidances of avoidable transfers pursuant to the
8 Bankruptcy Code and recovery of improper post-petition transfers,
9 and any reserved cause of action;

10 10. Determination of secured status, extent of secured
11 status, and Debtor's right to recover expenses from property
12 securing claim pursuant to Section 506 of the Bankruptcy Code;

13 11. Enforcement of all stipulations entered into by the
14 Debtor in possession and Orders and Judgments made by the Court;

15 12. Collection of any sums due the Debtor from other
16 parties or from any other source;

17 13. Determination of rights and causes of action reserved
18 to the Debtor as provided herein; and

19 14. Entry of final decree.

20 ARTICLE IX

21 EFFECT OF CONFIRMATION

22 9.01. Confirmation of the Plan shall have the effect set forth
23 in Bankruptcy Code Section 1141. The rights afforded herein, and the
24 treatment of all claims and interests as set forth herein, shall be
25 in full exchange for, and in complete satisfaction, discharge and
26 release of, all claims and interests of any kind or nature
27 whatsoever, whether known or unknown, matured or contingent,
28

1 liquidated or unliquidated, existing, arising or accruing, whether
2 or not yet due, prior to the Effective Date, including without
3 limitation any claims or interest on claims, accruing on or after
4 the commencement of the case against the Debtor, the estate, or
5 assets or property thereof. Except as, and to the extent, expressly
6 provided in the Plan or the Confirmation Order, at all times on and
7 after the Effective Date, (a) all such claims against, and interests
8 in, the Debtor or the estate shall be deemed fully and finally
9 satisfied, discharged and released; (b) all persons shall be fully
10 and finally barred, enjoined and precluded from asserting against
11 the reorganized Debtor or her assets, any claims or interests based
12 upon act or omission, transaction, agreement, right, privilege,
13 duty, entitlement, obligation or other event or activity of any kind
14 or nature whatsoever that occurred prior to the Effective Date; and
15 (c) all claims and interests shall be fully and finally discharged
16 as provided in said Section 1141 of the Bankruptcy Code.

17 ARTICLE X

18 ALTERATION OF RIGHTS OF THIRD PARTIES

19 10.01. Except as expressly stated in the Plan, nothing
20 contained in the Plan or any action taken hereunder alters the
21 rights of holders of claims or interests under Bankruptcy Code
22 Sections 510(a) or 524(a). Except as expressly stated in the Plan,
23 holders of secured claims shall retain their liens on the Debtor's
24 assets to the extent of the allowed amount of such claim.

25 ARTICLE XI

26 MISCELLANEOUS

27 11.01. Notice. All notices required or permitted to be made
28

1 in accordance with the Plan or by the Code shall be in writing and
2 shall be delivered personally, or by First Class mail:

3
4 a. To Debtor: David N. Chandler, Jr.
David N. Chandler, p.c.
1747 Fourth Street
5 Santa Rosa, CA 95404

6 b. To the Holder of an Allowed Claim, at the
7 address set forth in the Allowed Proof of Claim, or if none, at the
8 address set forth in the Schedules prepared and filed with the Court
9 pursuant to Section 1007(b).

10 11.02. Effective Date. For purposes of all determinations to
11 be made pursuant to the Bankruptcy Code in respect to the Plan or
12 any Claim or Interest, the "effective date" of the Plan shall be
13 thirty (30) days following the date the Order of Confirmation
14 becomes final.

15 11.03. Reservation of Rights. Neither the filing of this
16 Plan nor any statement or provision contained herein, shall be or be
17 deemed to be an admission against interest.

18 ARTICLE XII

19 CONFIRMATION REQUEST

20 12.01. Barbara Jean Barrielle, Debtor herein, requests
21 Confirmation of the Plan pursuant to Section 1129 of the Bankruptcy
22 Code.

23 Dated: 8/25/17

24 By: /s/ Barbara Jean Barrielle
BARBARA JEAN BARRIELLE